

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Batteries Plus, LLC		06/05/2015	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	1697440	BATTERIESPLUS	
Registration Number:	1954621	1,000'S OF BATTERIES FOR 1,000'S OF ITEM	
Registration Number:	2750654	XTREME	
Registration Number:	4625585		
Serial Number:	85843736	BATTERIES + BULBS	
Registration Number:	4634202	BATTERIES + BULBS	
Registration Number:	4634205	BATTERIES + BULBS	
Registration Number:	4713817	TRUST THE PLUS	
Registration Number:	1673125	AMERICA'S BATTERY STORES	
Registration Number:	2725695	+·	
Registration Number:	3322549	BATTERIES PLUS	
Registration Number:	3444389	AMERICA'S BATTERY EXPERTS	
Registration Number:	3628191	GREENENERGY	
Registration Number:	3955295	BATTERIES BULBS	
Registration Number:	3926312	BULBS PLUS	
Registration Number:	3715049	BATTERIESPLUS	
Registration Number:	3898024	NUON	
Registration Number:	3901836	ULTRA LAST	
Registration Number:	3909173	GREENENERGY	
TRADEMARK			

CH \$1015.00 1697440

Property Type	Number	Word Mark
Registration Number:	4272579	BATTERIESPLUS LIGHT BULBS
Registration Number:	3887956	THE REPLACE IT PLACE
Registration Number:	3887960	ADD POWER TO YOUR LIFE
Registration Number:	3887973	EVERY BATTERY. EVERY BULB. EVERY TIME.
Registration Number:	3959371	WERKER
Registration Number:	2855876	NUON
Registration Number:	2943090	WERKER
Registration Number:	3529047	ASCENT BATTERY SUPPLY
Registration Number:	3299649	WERKER
Registration Number:	3636882	XTREME
Registration Number:	3455880	ASCENT BATTERY SUPPLY
Registration Number:	3963488	CONTENDER
Registration Number:	3894065	X2POWER
Registration Number:	4206953	ASCENT SUPPLY
Registration Number:	4353192	BATTERIES + BULBS
Registration Number:	4438602	BATTERIES + BULBS
Registration Number:	4397808	GET WHAT YOU NEED
Registration Number:	4403059	BATTERIES + BULBS
Registration Number:	4452568	BATTERIES PLUS BULBS
Registration Number:	4482474	BATTERIES + BULBS
Serial Number:	86484753	WE FIX IT

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-797

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 06/05/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2015, is between BATTERIES PLUS, LLC, a Wisconsin limited liability company (the “Grantor”), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent (in such capacity, the “Grantee”), for the benefit of itself, all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Square Brands International, LLC, a Wisconsin limited liability company (“Square Brands”; together with each other Person from time to time party thereto as a borrower, each a “Borrower” and collectively as the “Borrowers”), Square Brands, as Borrower Representative, the other Persons party thereto as “Credit Parties” thereunder, the Lenders and Grantee providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral (as defined in the Credit Agreement), including all right, title and interest of Grantor in, to and under the Trademarks (as defined in the Credit Agreement), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include: (i) any IP License entered into by Grantor that prohibits or requires the consent of any Person other than Grantor, another Credit Party or their respective affiliates which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such IP License, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirements of Law, (ii) any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted) or (iii) any other Excluded Property (as defined in the Guaranty and Security Agreement).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Guaranty and Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to the Grantor.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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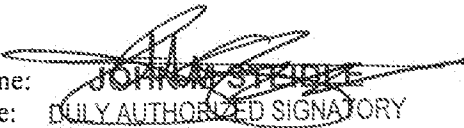
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

BATTERIES PLUS, LLC, a Wisconsin
limited liability company

By: Thomas A O'Hare
Name: Thomas O'Hare
Title: Chief Operating Officer

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: **JOHN C. FIDEE**
Title: **DULY AUTHORIZED SIGNATORY**

SCHEDULE 1**FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Application Number	Application Date	Registration Number	Registration Date	Current Owner/ Applicant
BATTERIES PLUS	74168078	5/20/91	1697440	6/30/92	Batteries Plus, L.L.C.
1,000'S OF BATTERIES FOR 1,000'S OF ITEMS	74613017	12/20/94	1954621	2/06/96	Batteries Plus, L.L.C.
XTREME	75568342	10/09/98	2750654	8/12/03	Batteries Plus, L.L.C.
DESIGN ONLY	85843464	2/7/13	4625585	10/21/14	Batteries Plus, LLC
BATTERIES + BULBS	85843736	2/7/13	N/A	N/A	Batteries Plus, LLC
BATTERIES + BULBS	86170183	1/20/14	4634202	11/4/14	Batteries Plus, LLC
BATTERIES + BULBS	86171908	1/22/14	4634205	11/4/14	Batteries Plus, LLC
TRUST THE PLUS	86186070	2/6/14	4713817	3/31/15	Batteries Plus, LLC
BATTERIESPLUS	74168078	5/20/91	1697440	6/30/92	Batteries Plus, LLC
AMERICA'S BATTERY STORES	74168079	5/20/91	1673125	1/21/92	Batteries Plus, LLC
+	76352689	12/21/01	2725695	6/10/03	Batteries Plus, LLC
BATTERIES PLUS	77057569	12/05/06	3322549	10/30/07	Batteries Plus, LLC
AMERICA'S BATTERY EXPERTS	77278273	9/12/07	3444389	6/10/08	Batteries Plus, LLC
GREENENERGY	77402747	2/21/08	3628191	5/26/09	Batteries Plus, LLC
BATTERIES + BULBS	77663192	2/4/09	3955295	5/3/11	Batteries Plus, LLC
BULBS PLUS	77724672	4/29/09	3926312	3/1/11	Batteries Plus, LLC
BATTERIESPLUS +	77725776	4/30/09	3715049	11/24/09	Batteries Plus, LLC
NUON	77870320	11/11/09	3898024	12/28/10	Batteries Plus, LLC
ULTRA LAST	77891245	12/11/09	3901836	1/4/11	Batteries Plus, LLC
GREENENERGY	77898357	12/21/09	3909173	1/18/11	Batteries Plus, LLC

BATTERIESPLUS LIGHT BULBS	77932867	2/10/10	4272579	1/8/13	Batteries Plus, LLC
THE REPLACE IT PLACE	77936792	2/16/10	3887956	12/7/10	Batteries Plus, LLC
ADD POWER TO YOUR LIFE	77937466	2/17/10	3887960	12/7/10	Batteries Plus, LLC
EVERY BATTERY, EVERY BULB, EVERY TIME.	77939600	2/19/10	3887973	12/7/10	Batteries Plus, LLC
WERKER	77966284	3/23/10	3959371	5/10/11	Batteries Plus, LLC
NUON	78173927	10/14/02	2855876	6/22/04	Batteries Plus, LLC
WERKER	78322268	11/3/03	2943090	4/19/05	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	78522526	11/24/04	3529047	11/4/08	Batteries Plus, LLC
WERKER	78773460	12/14/05	3299649	9/25/07	Batteries Plus, LLC
XTREME	78871434	4/24/07	3636882	1/9/09	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	78980311	11/24/04	3455880	6/24/08	Batteries Plus, LLC
CONTENDER	85042399	5/19/10	3963488	5/17/11	Batteries Plus, LLC
X2 POWER	85080022	7/8/10	3894065	12/21/10	Batteries Plus, LLC
ASCENT SUPPLY	85273468	3/22/11	4206953	9/11/12	Batteries Plus, LLC
BATTERIES + BULBS	85739117	9/26/12	4353192	6/18/13	Batteries Plus, LLC
BATTERIES + BULBS	85739119	9/26/12	4438602	11/26/13	Batteries Plus, LLC
GET WHAT YOU NEED	85766150	10/29/12	4397808	9/3/13	Batteries Plus, LLC
BATTERIES + BULBS	85841422	2/5/13	4403059	9/17/13	Batteries Plus, LLC
BATTERIES PLUS BULBS	85841432	2/5/13	4452568	12/17/13	Batteries Plus, LLC
BATTERIES + BULBS	85843882	2/7/13	4482474	2/11/14	Batteries Plus, LLC
WE FIX IT	86484753	12/18/14	N/A	N/A	Batteries Plus, LLC